

Martha G. Bronitsky
Chapter 13 Standing Trustee
6140 Stoneridge Mall Rd #250
Pleasanton, CA 94588-4588
(925) 621- 1900

Trustee for Debtor(s)

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

In re

Martin Lopez Alcocer Sr
Rosario Alcocer

Chapter 13 Case No. 09-48278-WJL13

**OBJECTION TO CLAIM #11 AND
NOTICE THEREOF WITH
CERTIFICATE OF SERVICE**

debtor(s)

OBJECTION TO CLAIM

I, Martha G. Bronitsky, Chapter 13 Standing Trustee, hereby object to the claim of:
Bank Of Stockton
Attn: Officer Sharon Bridges
Po Box 1110
Stockton, CA 95201
(Creditor)

for any amount because claim number 11 was not filed timely, pursuant, to Bankruptcy Rule
3002(c) of the Code.

NOTICE

NOTICE IS HEREBY GIVEN

(i) That local rule 9014-1 of the United States Bankruptcy Court for the Northern District of
California prescribes the procedures to be followed and that any objection to the requested relief,
or a request for hearing on the matter must be filed and served upon initiating party within 21 days
of mailing of the notice;

(ii) That a request for a hearing or objection must be accompanied by any declarations or
memoranda of law the party objecting or requesting wishes to present in support of its position,

(iii) That if there is not a timely objection to the requested relief or a request for hearing, the court
may enter an order granting the relief by default; and

(iv) Either: (a) That the initiating party will give at least 10 days written notice of hearing to the objecting or requesting party, and to any trustee or committee appointed in the case, in the event any objection or request for hearing is timely made; or (b) The tentative hearing date.

/s/ Martha G. Bronitsky

Signature of Martha G. Bronitsky
Chapter 13 Standing Trustee

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I have served a copy of this document with attachments by depositing it in the United States mail with first class postage in a sealed envelope addressed to the aforementioned claimant, debtor and counsel for debtor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Martin Lopez Alcocer Sr
Rosario Alcocer
263 - 18Th Street
Richmond,CA 94801

Patrick L Forte Atty
1 Kaiser Plaza #480
Oakland,CA 94612

(Counsel for Debtor)

(Debtor(s))

Also notify:

Bank of Stockton
Attn: Officer
PO Box 1110
Stockton CA 95201

Jonathan Klipfel
Attn: Officer
415 E Miner Ave
Stockton CA 95202

I HEREBY CERTIFY that I have served a copy of this document with attachments by depositing it in the United States mail with certified mail postage in a sealed envelope addressed to the aforementioned address.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Bank of Stockton
Attn: Officer
301 E Miner Ave
Stockton CA 95202

1 Date: March 07, 2014

/s/ Rachel A Baum

Rachel A Baum

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UNITED STATES BANKRUPTCY COURT Northern District of California (Oakland)		PROOF OF CLAIM
Name of Debtor: Martin Lopez Alcocer Sr.		Case Number: 09-48278 RN 13
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Bank of Stockton		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: Bank of Stockton P.O. Box 1110 Stockton, CA 95201 Telephone number: (209) 929-1353 David M. Wells		
Name and address where payment should be sent (if different from above): Telephone number: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>5,090.41</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$11,725*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,600* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(). Amount entitled to priority: \$ _____ <small>*Amounts are subject to adjustment on 4/1/13 and every 5 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
2. Basis for Claim: <u>Money Loaned</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: <u>2866</u> 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input checked="" type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: <u>2008 Chrysler 300</u> Value of Property: \$ <u>7,832.00</u> Annual Interest Rate <u>7.490</u> % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ <u>5,090.41</u> Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____		
Date: <u>02/28/2014</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Sharon Bridges Special Assets Officer/Asst. Collections Manager		<div style="text-align: center;">  FOR COURT USE ONLY <div style="border: 1px solid black; padding: 5px; display: inline-block;"> U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF CALIFORNIA 2014 MAR 11 AM 9:59 2 </div> </div>

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Buyer Name and Address (Including County and Zip Code) Martin Alcocer 39654 Rd64 Dinuba, CA 93618 Tulare

Buyer Name and Address (Including County and Zip Code) 5750042866

Seller (Name and Address) Selma Auto Plaza 3175 Highland Ave Selma, CA 93662

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
Used	2008	Chrysler 300 Sedan 4D	84395	2C3KA43R38H319525	<input checked="" type="checkbox"/> Personal, family or household <input type="checkbox"/> business or commercial

Sold as Equipped

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
7.49 %	\$ 2926.87 (e)	\$ 14482.13	\$ 17409.00 (e)	\$ 20409.00 (e)

Financing is Subject to Approval

YOUR PAYMENT SCHEDULE WILL BE:

Number of Payments:	Amount of Payments:	When Payments Are Due:
One Payment of		
One Payment of		
59 Payments	290.15	Monthly, Beginning
One Final Payment	290.15	Monthly, Beginning 1/26/2011

Itemization of the Amount Financed (Seller may keep part of the amounts paid to others.)

1. Total Cash Price \$ 14999.00 (A)

A. Cash Price of Motor Vehicle and Accessories \$ 14999.00

1. Cash Price Vehicle \$ 14999.00

2. Cash Price Accessories \$ 0.00

3. Other (Nontaxable) \$ 0.00

B. Document Preparation Fee (not a governmental fee) \$ 55.00 (B)

C. Smog Fee Paid to Seller \$ 0.00 (C)

D. (Optional) Theft Deterrent Device (to whom paid) \$ 0.00 (D)

E. (Optional) Theft Deterrent Device (to whom paid) \$ 0.00 (E)

F. (Optional) Theft Deterrent Device (to whom paid) \$ 0.00 (F)

G. (Optional) Surface Protection Product (to whom paid) \$ 0.00 (G)

H. (Optional) Surface Protection Product (to whom paid) \$ 0.00 (H)

I. Sales Tax (on taxable items in A through H) \$ 1430.13 (I)

J. Optional DMV Electronic Filing Fee \$ 0.00 (J)

K. (Optional) Service Contract (to whom paid) **Warranty Refused** \$ 0.00 (K)

L. (Optional) Service Contract (to whom paid) \$ 0.00 (L)

M. (Optional) Service Contract (to whom paid) \$ 0.00 (M)

N. (Optional) Service Contract (to whom paid) \$ 0.00 (N)

O. (Optional) Service Contract (to whom paid) \$ 0.00 (O)

P. Prior Credit or Lease Balance paid by Seller to \$ 0.00 (P)

(see downpayment and trade-in calculation)

Q. (Optional) Gap Contract (to whom paid) **PRCO GAP** \$ 695.00 (Q)

R. (Optional) Used Vehicle Contract Cancellation Option Agreement \$ 0.00 (R)

S. Other (to whom paid) \$ 0.00 (S)

Total Cash Price (A through S) \$ 17179.13 (1)

2. Amounts Paid to Public Officials

A. License Fees \$ 202.00 (A)

B. Registration/Transfer/Titling Fees **Estimated Fees** \$ 101.00 (B)

C. California Tire Fees \$ 0.00 (C)

D. Other \$ 0.00 (D)

Total Official Fees (A through D) \$ 303.00 (2)

3. Amount Paid to Insurance Companies (Total premiums from Statement of Insurance column a + b) \$ 0.00 (3)

4. Smog Certification or Exemption Fee Paid to State \$ 0.00 (4)

5. Subtotal (1 through 4) \$ 17482.13 (5)

6. Total Downpayment

A. Agreed Trade-In Value Yr. N/A Make N/A Model N/A VIN N/A \$ 0.00 (A)

B. Less Prior Credit or Lease Balance \$ 0.00 (B)

C. Net Trade-In (A less B) (Indicate if a negative number) \$ 0.00 (C)

D. Deferred Downpayment \$ 0.00 (D)

E. Manufacturer's Rebate \$ 0.00 (E)

F. Other N/A \$ 0.00 (F)

G. Cash \$ 3000.00 (G)

Total Downpayment (C through G) \$ 3000.00 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

7. Amount Financed (5 less 6) \$ 14482.13 (7)

STATEMENT OF INSURANCE

NOTICE: No person is required as a condition of financing the purchase of a motor vehicle to purchase or negotiate any insurance through a particular insurance company, agent or broker. You are not required to buy any other insurance to obtain credit. Your decision to buy or not buy other insurance will not be a factor in the credit approval process.

Vehicle Insurance

Term	Exp.	Premium
\$ N/A Ded. Comp., Fire & Theft	N/A Mos.	\$ N/A
\$ N/A Ded. Collision	N/A Mos.	\$ N/A
Bodily Injury	\$ N/A Limits	\$ N/A Mos.
Property Damage	\$ N/A Limits	\$ N/A Mos.
Medical	N/A Mos.	\$ N/A

Total Vehicle Insurance Premiums \$ N/A (a)

UNLESS A CHARGE IS INCLUDED IN THIS AGREEMENT FOR PUBLIC LIABILITY OR PROPERTY DAMAGE INSURANCE, PAYMENT FOR SUCH COVERAGE IS NOT PROVIDED BY THIS AGREEMENT.

You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

Buyer X *[Signature]*

Co-Buyer X *[Signature]*

Seller X Selma Auto Plaza

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Application for Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both

☐ Credit Disability (Buyer Only)

Term	Exp.	Premium
Credit Life	N/A Mos.	\$ N/A
Credit Disability	N/A Mos.	\$ N/A

Total Credit Insurance Premiums \$ N/A (b)

Insurance Company Name N/A

Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown above.

You are applying for the credit insurance marked above. Your signature below means that you agree that: (1) You are not eligible for insurance if you have reached your 65th birthday. (2) You are eligible for disability insurance only if you are working for wages or profit 30 hours a week or more on the Effective Date. (3) Only the Primary Insured is eligible for disability insurance. **DISABILITY INSURANCE MAY NOT COVER CONDITIONS FOR WHICH YOU HAVE SEEN A DOCTOR OR CHIROPRACTOR IN THE LAST 6 MONTHS (Refer to "Total Disabilities Not Covered" in your policy for details).**

You want to buy the credit insurance.

Date *[Signature]* Buyer Signature N/A Age N/A

Date X Co-Buyer Signature N/A Age N/A

ITEMIZATION OF THE AMOUNT FINANCED (Seller may keep part of the amounts paid to others.)

1. Total Cash Price \$ 14999.00 (A)

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1. Cash Price Vehicle \$ 14999.00

2. Cash Price Accessories \$ 0.00

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E. (Optional) Theft Deterrent Device (to whom paid) \$ 0.00 (E)

F. (Optional) Theft Deterrent Device (to whom paid) \$ 0.00 (F)

G. (Optional) Surface Protection Product (to whom paid) \$ 0.00 (G)

H. (Optional) Surface Protection Product (to whom paid) \$ 0.00 (H)

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L. (Optional) Service Contract (to whom paid) \$ 0.00 (L)

M. (Optional) Service Contract (to whom paid) \$ 0.00 (M)

N. (Optional) Service Contract (to whom paid) \$ 0.00 (N)

O. (Optional) Service Contract (to whom paid) \$ 0.00 (O)

P. Prior Credit or Lease Balance paid by Seller to \$ 0.00 (P)

(see downpayment and trade-in calculation)

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E. Manufacturer's Rebate \$ 0.00 (E)

F. Other N/A \$ 0.00 (F)

G. Cash \$ 3000.00 (G)

Total Downpayment (C through G) \$ 3000.00 (6)

(If negative, enter zero on line 6 and enter the amount less than zero as a positive number on line 1P above)

7. Amount Financed (5 less 6) \$ 14482.13 (7)

OPTIONAL GAP CONTRACT A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 1Q of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 60 Mos. PRCO GAP

I want to buy a gap contract.

Buyer Signs X *[Signature]*

OPTIONAL SERVICE CONTRACT(S) You want to purchase the service contract(s) written with the following company(ies) for the term(s) shown below for the charge(s) shown in item 1K, 1L, 1M, 1N, and/or 1O.

1K Company **Warranty Refused** Term N/A Mos. or N/A Miles

1L Company N/A Term N/A Mos. or N/A Miles

1M Company N/A Term N/A Mos. or N/A Miles

1N Company N/A Term N/A Mos. or N/A Miles

1O Company N/A Term N/A Mos. or N/A Miles

Buyer X *[Signature]*

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to the contract must be in writing and both you and we must sign it. No oral changes are binding.

Buyer Signs X *[Signature]*

Co-Buyer Signs X *[Signature]*

BUYER MAY BE REQUIRED TO PLEDGE SECURITY FOR THE LOAN, AND WILL BE OBLIGATED TO MAKE INSTALLMENT PAYMENTS ON BOTH THIS RETAIL INSTALLMENT SALE CONTRACT AND THE LOAN.

Proceeds of Loan: N/A

Amount \$ N/A Finance Charge \$ N/A

Total \$ N/A

Installments of \$ N/A

from this loan is shown in item 6D.

AUTO BROKER FEE DISCLOSURE

If this contract reflects the retail sale of a new motor vehicle, the sale is not subject to a fee received by an autobroker from us unless the following box is checked:

☐ Name of autobroker receiving fee, if applicable: N/A

SELLER'S RIGHT TO CANCEL If Buyer and Co-Buyer sign here, the provisions of the Seller's Right to Cancel section on the back giving the Seller the right to cancel if Seller is unable to assign this contract to a financial institution will apply.

Buyer X *[Signature]*

Co-Buyer X *[Signature]*

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 7, is paid in full on or before N/A, Year N/A.

SELLER'S INITIALS

THE MINIMUM PUBLIC LIABILITY INSURANCE LIMITS PROVIDED IN LAW MUST BE MET BY EVERY PERSON WHO PURCHASES A VEHICLE. IF YOU ARE UNSURE WHETHER OR NOT YOUR CURRENT INSURANCE POLICY WILL COVER YOUR NEWLY ACQUIRED VEHICLE IN THE EVENT OF AN ACCIDENT, YOU SHOULD CONTACT YOUR INSURANCE AGENT.

WARNING: YOUR PRESENT POLICY MAY NOT COVER COLLISION DAMAGE OR MAY NOT PROVIDE FOR FULL REPLACEMENT COSTS FOR THE VEHICLE BEING PURCHASED. IF YOU DO NOT HAVE FULL COVERAGE, SUPPLEMENTAL COVERAGE FOR COLLISION DAMAGE MAY BE AVAILABLE TO YOU THROUGH YOUR INSURANCE AGENT OR THROUGH THE SELLING DEALER. HOWEVER, UNLESS OTHERWISE SPECIFIED, THE COVERAGE YOU OBTAIN THROUGH THE DEALER PROTECTS ONLY THE DEALER, USUALLY UP TO THE AMOUNT OF THE UNPAID BALANCE REMAINING AFTER THE VEHICLE HAS BEEN REPOSSESSED AND SOLD.

FOR ADVICE ON FULL COVERAGE THAT WILL PROTECT YOU IN THE EVENT OF LOSS OR DAMAGE TO YOUR VEHICLE, YOU SHOULD CONTACT YOUR INSURANCE AGENT. THE BUYER SHALL SIGN TO ACKNOWLEDGE THAT HE/SHE UNDERSTANDS THESE PUBLIC LIABILITY TERMS AND CONDITIONS.

S/S X *[Signature]*

Payoff Agreement: Seller relied on information from you and/or the holder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 6B of the Itemization of Amount Financed as the "Prior Credit or Lease Balance." Seller agrees to pay the payoff amount shown in 6B to the holder or lessor of the trade-in vehicle, or its designee, if the actual payoff amount more than the amount shown in 6B, you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 6B, Seller will refund the difference to you. Except as stated in the "NOTICE" on the back of this contract, any assignee of this contract will not be obligated to pay the Prior Credit or Lease Balance shown in 6B or any refund due from the Seller.

Buyer Signature X *[Signature]*

Co-Buyer Signature X *[Signature]*

Notice to buyer: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) You can prepay the full amount due under this agreement at any time. (4) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

If you have a complaint concerning this sale, you should try to resolve it with the seller. Complaints concerning unfair or deceptive practices or methods by the seller may be referred to the city attorney, the district attorney, or an investigator for the Department of Motor Vehicles, or any combination thereof. After this contract is signed, the seller may not change the financing or payment terms unless you agree in writing to the change. You do not have to agree to any change, and it is an unfair or deceptive practice for the seller to make a unilateral change.

Buyer Signature X *[Signature]*

Co-Buyer Signature X *[Signature]*

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

THERE IS NO COOLING-OFF PERIOD UNLESS YOU OBTAIN A CONTRACT CANCELLATION OPTION

California law does not provide for a "cooling-off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract simply because you change your mind, decide the vehicle costs too much, or wish you had acquired a different vehicle. After you sign below, you may only cancel this contract with the agreement of the seller or for legal cause, such as fraud. However, California law does require a seller to offer a 3-day contract cancellation option on used vehicles with a purchase price of less than \$40,000, subject to certain statutory conditions. This contract cancellation option requirement does not apply to the sale of a recreational vehicle, a motorcycle, or an off-highway motor vehicle subject to identification under California law. See the vehicle contract cancellation option agreement for details.

Buyer Signature X *[Signature]* Date 12/26/2010

Co-Buyer Signature X *[Signature]* Date 12/26/2010

Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title of the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other Owner Signature X *[Signature]* Address *[Address]*

GUARANTY: To induce us to sell the vehicle to Buyer, each person who signs as a Guarantor individually guarantees the payment of this contract. If Buyer fails to pay any money owing on this contract, each Guarantor must pay it when asked. Each Guarantor will be liable for the total amount owing even if other persons also sign as Guarantor, and even if Buyer has a complete defense to Guarantor's demand for reimbursement. Each Guarantor agrees to be liable even if we do one or more of the following: (1) we are the Buyer's parent, spouse, or more payments; (2) give a full or partial release to any other Guarantor; (3) release any security; (4) accept less from the Buyer than the total amount owing; or (5) otherwise reach a settlement relating to this contract or extend the contract. Each Guarantor acknowledges receipt of a completed copy of this contract and guaranty at the time of signing. Guarantor waives notice of acceptance of this Guaranty, notice of the Buyer's non-payment, non-performance, and default; and notices of the amount owing at any time, and of any damages upon the Buyer.

Guarantor X *[Signature]* Date 12/26/2010

Guarantor X *[Signature]* Date 12/26/2010

Address Selma Auto Plaza

Seller Signs *[Signature]* Date 12/26/2010 By EID, TAREK Title Salesman

- 1. FINANCE CHARGE AND PAYMENTS**
- How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed. Creditor - Seller may receive part of the Finance Charge.
 - How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
 - How late payments or early payments change what you must pay.** We base the Finance Charge, Total of Payments, and Total Sale Price shown on the front on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
 - You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment. As of the date of your payment, if the minimum finance charge is greater than the earned Finance Charge, you may be charged the difference; the minimum finance charge is as follows: (1) \$25 if the original Amount Financed does not exceed \$1,000, (2) \$50 if the original Amount Financed is more than \$1,000 but not more than \$2,000, or (3) \$75 if the original Amount Financed is more than \$2,000.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.

GAP LIABILITY NOTICE

In the event of theft or damage to your vehicle that results in a total loss, there may be a gap between the amount you owe under this contract and the proceeds of your insurance settlement and deductible. **THIS CONTRACT PROVIDES THAT YOU ARE LIABLE FOR THE GAP AMOUNT.** An optional gap contract (debt cancellation contract) for coverage of the gap amount may be offered for an additional charge.

- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- c. **Security Interest.** You give us a security interest in:
- The vehicle and all parts or goods installed on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract as the law allows. You will make sure the title shows our security interest (lien) in the vehicle.

- d. **Insurance you must have on the vehicle.** You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge equal to the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.
- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe on this contract at once, subject to any right the law gives you to reinstate this contract. Default means:
- You do not pay any payment on time;
 - You give false, incomplete, or misleading information on a credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property;
 - The vehicle is lost, damaged or destroyed; or
 - You break any agreements in this contract.
- The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- c. **You may have to pay collection costs.** You will pay our reasonable costs to collect what you owe, including attorney fees, court costs, collection agency fees, and fees paid for other reasonable collection efforts. You agree to pay a charge not to exceed \$15 if any check you give to us is dishonored.
- d. **We may take the vehicle from you.** If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). You may redeem the vehicle by paying all you owe, or you may have the right to reinstate this contract and redeem the vehicle by paying past due payments and any late charges, providing proof of insurance, and/or taking other action to cure the default. We will provide you all notices required by law to tell you when and how much to pay and/or what action you must take to redeem the vehicle.

- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at the Annual Percentage Rate shown on the face of this contract, not to exceed the highest rate permitted by law, until you pay.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

4. WARRANTIES SELLER DISCLAIMS

If you do not get a written warranty, and the Seller does not enter into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide. If the Seller has sold you a certified used vehicle, the warranty of merchantability is not disclaimed.

5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

6. Applicable Law

Federal law and California law apply to this contract. If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

7. Warranties of Buyer. You promise you have given true and correct information in your application for credit, and you have no knowledge that will make that information untrue in the future. We have relied on the truth and accuracy of that information in entering into this contract. Upon request, you will provide us with documents and other information necessary to verify any item contained in your credit application.

You waive the provisions of Calif. Vehicle Code Section 1808.21 and authorize the California Department of Motor Vehicles to furnish your residence address to us.

CREDIT DISABILITY INSURANCE NOTICE CLAIM PROCEDURE

If you become disabled, you must tell us right away. (You are advised to send this information to the same address to which you are normally required to send your payments, unless a different address or telephone number is given to you in writing by us as the location where we would like to be notified.) We will tell you where to get claim forms. You must send in the completed form to the insurance company as soon as possible and tell us as soon as you do.

If your disability insurance covers all of your missed payment(s), WE CANNOT TRY TO COLLECT WHAT YOU OWE OR FORECLOSE UPON OR REPOSSESS ANY COLLATERAL UNTIL THREE CALENDAR MONTHS AFTER your first missed payment is due or until the insurance company pays or rejects your claim, whichever comes first. We can, however, try to collect, foreclose, or repossess if you have any money due and owing us or are otherwise in default when your disability claim is made or if a senior mortgage or lien holder is foreclosing.

If the insurance company pays the claim within the three calendar months, we must accept the money as though you paid on time. If the insurance company rejects the claim within the three calendar months or accepts the claim within the three calendar months on a partial disability and pays less than for a total disability, you will have 35 days from the date that the rejection or the acceptance of the partial disability claim is sent to pay past due payments, or the difference between the past due payments and what the insurance company pays for the partial disability, plus late charges. You can contact us, and we will tell you how much you owe. After that time, we can take action to collect or foreclose or repossess any collateral you may have given.

If the insurance company accepts your claim but requires that you send in additional forms to remain eligible for continued payments, you should send in these completed additional forms no later than required. If you do not send in these forms on time, the insurance company may stop paying, and we will then be able to take action to collect or foreclose or repossess any collateral you may have given.

Seller's Right to Cancel

- a. Seller agrees to deliver the vehicle to you on the date this contract is signed by Seller and you. You understand that it may take a few days for Seller to verify your credit and assign the contract. You agree that if Seller is unable to assign the contract to any one of the financial institutions with whom Seller regularly does business under an assignment acceptable to Seller, Seller may cancel the contract.
- b. Seller shall give you written notice (or in any other manner in which actual notice is given to you) within 10 days of the date this contract is signed if Seller elects to cancel. Upon receipt of such notice, you must immediately return the vehicle to Seller in the same condition as when sold, reasonable wear and tear excepted. Seller must give back to you all consideration received by Seller, including any trade-in vehicle.
- c. If you do not immediately return the vehicle, you shall be liable for all expenses incurred by Seller in taking the vehicle from you, including reasonable attorney's fees.
- d. While the vehicle is in your possession, all terms of the contract, including those relating to use of the vehicle and insurance for the vehicle, shall be in full force and you shall assume all risk of loss or damage to the vehicle. You must pay all reasonable costs for repair of any damage to the vehicle until the vehicle is returned to Seller.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

Seller assigns its interest in this contract to		Assignee(s) at (address):	
BANK OF AMERICA			
<input type="checkbox"/> Assigned with recourse		<input checked="" type="checkbox"/> Assigned without recourse	
		<input type="checkbox"/> Assigned with limited recourse	
Seller	Selma Auto Plaza	By	[Signature]
Form No. 553-CA 1/10		Title	